STATE OF SOUTH CAROLINA)
) CONTRACT
COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS, that this agreement is made and entered into this 31st day of May, 1977, by and between Red Arrow Towbar Manufacturing, Inc., a South Carolina corporation, hereinafter referred to as Red Arrow, and Red Arrow Sales Company, a Limited Partnership, hereinafter referred to as the Partnership.

WHEREAS, Red Arrow is the owner of certain manufactured products used in connection with automotive repairs, all of which appear on a price list hereto attached, which is marked Exhibit "A" and incorporated into and made a part hereof by reference, and

WHEREAS, the Partnership is desirous of purchasing, exclusively, the entire line of Red Arrow, and

WHEREAS, Red Arrow is desirous of contracting with the partnership to sell its entire line, exclusively, to said Partnership, upon the terms and conditions hereinafter appearing, now therefore, said parties do hereby mutually covenant, and agree as follows:

(1) Red Arrow will sell to the Partnership its entire line of manufactured-automotive-repair-products, exclusively, which items and the price to be paid for same are listed on a separate sheet hereto attached, being marked Exhibit "A", which is hereby incorporated into and made a part hereof by reference, provided, however, that price listed thereon is subject to change, quarterly, based upon any increase in price in the cost of manufacturing said products, which may be passed along to Red Arrow by the manufacturer, provided further, that written proof furnished by the manufacturer to Red Arrow, indicating the basis for the price increase shall be made available to the Partnership upon written request, within a reasonable time.

(2) Red Arrow shall deliver physical possession of such manufactured goods to the Partnership at the warehouse and loading dock of Red Arrow, situated on the West side of Old Buncombe Road near Furman University, Greenville, South Carolina, by giving written notice of delivery of such goods and in what quantity, which thereafter